

## 22年《REIQ物业买卖合同》新规解释与图解(1)(2)(3)(4) | Auslaw全澳首发

REIQ是指昆士兰州房地产研究所（为Real Estate Institute of Queensland的缩写），REIQ合同是昆士兰州房地产研究所编写的标准合同版本，常用于昆士兰州的二手房买卖。因此，无论您是买卖双方，或是房地产行业从业人员，了解此版本合同与新版合同的修正内容对您在昆士兰州参与房产买卖至关重要，我们将通过三篇系列文章对2022年《REIQ物业买卖合同》新规的解释与图解让您有进一步的了解（参见声明\*）。

1. 22年《REIQ物业买卖合同》六大主要修改
2. 22年《REIQ物业买卖合同》新旧版本比较图解①（中英双语）**（周三头条）**
3. 22年《REIQ物业买卖合同》新旧版本比较图解②（中英双语）**（周三二条）**
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昆士兰州房地产研究所（REIQ）和昆士兰州法律协会（QLS）将于2022年1月20日星期四发布新版《房屋和住宅用地合同》（第17版）（**Contract for Houses and Residential Land (17th ed.)**）及《社区所有权计划中的住宅地块合同》（第13版）（**Contract for Residential Lots in a Community Title Scheme (13th ed.)**）。为了适应新判例法、新颁布及更新后的立法，且最为重要的是，为了使得因融资方（例如银行）的行为而面临无力交割的一方能够获得短暂的延期以补救这种无力交割的情况，合同条款已作出诸多修改。

### 声明：

- 1) 此文由**Auslaw Partners | 澳和律业（产权法部门及林汇铭律师团队）**进行编译工作，原作者著作权与本文编译权受法律与相关公约保护；
- 2) 参考来源：New REIQ residential contracts to be released 20 January 2022 – summary of changes to Contract for Houses and Residential Land (new 17th ed.) and Contract for Residential Lots in a Community Title Scheme (new 13th ed.) [Clause 2.2 and commentary updated on 24 Dec 2021].

## 1. 22年《REIQ物业买卖合同》六大主要修改

### a) 交割日期延期 (Settlement Date Extension) :

- a. 立即告知客户（包括签署合同前及在冷静期内）任一方均可单方面将交割日期延后至多 5 个工作日，并提醒客户考虑延后交割日期的可能性，尤其是在指定交割日期进行交割对他们的计划（例如同期交割——尤其是在无相应延期权的情况下、资金的后续使用等）至关重要的情况下；  
immediately advising clients (including pre-signing and during cooling-off) that either party may unilaterally extend the Settlement Date by up to 5 Business Days, and a warning to take the possibility of an extension of the Settlement Date into account particularly if settlement on the nominated Settlement Date is critical to their plans (e.g. contemporaneous settlements – especially if no corresponding extension right, subsequent use of funds, etc);  
在问卷调查及授权书（the Questionnaire and Authority）中添加交割日期是否对于客户的计划至关重要这一问题；
- b. 根据新条款行使单方面延后交割日期的权利须发出的新信函；及
- c. 考虑于交割日期行使延后交割日期的权利的清单提示。

### b) 以直接汇款方式支付定金 (Deposit payment by Direct Deposit) :

- a. 在致客户的信函中说明以电子转账方式支付定金的相关要求，即若：
  - i. 定金已于到期日当日或之前支付至定金持有人的账户；
  - ii. 已向定金持有人提供已付款的书面证据；且
  - iii. 未采取任何行动延迟付款；则视为买方已于到期日支付定金；
- b. 提醒检查定金支付情况及书面证据；及
- c. 告知卖方的权利取决于：
  - i. 定金何时支付；
  - ii. 书面证据何时提供；及
  - iii. 合同项下的通知何时发出。

### c) 烟雾报警器条款 (Smoke Alarm Clause) : 应告知客户的信息包括：

- a. 如未安装符合要求的烟雾报警器，可能须于交割之时对购买价款作出 0.15%的调整；及  
potential 0.15% adjustment at settlement if compliant smoke alarms not installed; and
- b. 买方需安排在交割日期之前检查烟雾报警器，以核实卖方是否已遵守相关义务。

**d) 泳池合规证书 (Pool Compliance Certificate) :**

- a. 询问买方是否已在签订合同之前收到无泳池安全证书通知，并提醒买方核查是否与卖方在合同项下作出的揭露相符；
- b. 提醒从业人员确定须于交割之时提供的相关证书或豁免证明；及
- c. **告知买方在卖方未于交割之时提供相关证书或豁免证明以及未于签订合同之前提供无泳池安全证书通知的情况下享有的终止权利。** advice regarding Buyer's right to terminate should the relevant Certificate or exemption not be provided at settlement and no Notice of No Pool Safety Certificate was provided before entering into the Contract.

**e) 卖方保证 (Seller's Warranties) :** 应告知客户卖方保证包括：

- a. 概无对地产构成影响的述因通知或执行通知；  
there is no show cause or enforcement notice affecting the property;
- b. 卖方未收到来自任何当局的可能导致发出述因通知或执行通知或与地产相关的执行工作通知的任何通讯；
- c. the seller has not received any communication from an authority that may lead to the issue of a show cause or enforcement notice or a notice to do work on the property;
- d. 概无可能导致下达对地产构成影响的法院命令或执行令状的任何现时或潜在申索或诉讼；及  
there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the property; and
- e. 概无对地产构成影响的任何尚未完结的法院命令或执行令状，  
there is no unsatisfied Court order or writ of execution affecting the property,  
**包括告知买方在卖方违反该等保证的情况下享有的终止权利。**

**f) 土地上的服务设施 (Services on the land) :** 告知买方在以下情况下享有的终止权利：

- a. 存在为土地服务但经过其他土地，且不受任何登记地役权、建筑管理声明或法定授权保护的服务设施，并且卖方未揭露该等服务设施不受保护这一事实；或

services to the land which pass through other land are not protected by a registered easement, building management statement or by statutory authority and the fact the services are not protected has not been disclosed; or

- b. 存在不为土地服务但经过土地，且不受合同中向买方揭露的任何产权负担保护的服务设施。

services that pass through the land which do not service the land and are not protected by any encumbrance disclosed to the Buyer in the Contract.

## 2. 22年《REIQ物业买卖合同》新旧版本比较图解（中英双语）

为了确保业内人士有时间了解最重大的合同变更所产生的影响，特此在下表中列出合同变更的概述和理据以及对产权转让实践的影响。2022年1月发布新合同时，将会提供一份更详细的表格对所有变更作出说明。首先应侧重对产权转让实践影响最大的条款变更。

New Clause 17 <sup>th</sup> ed 第17版新条款	Rationale 理据	Impact on Conveyancing Practice 对产权转让实践的影响
<b>A. Smoke Alarms – new clause 7.8 烟雾报警器——新第7.8条</b>		
<p><b>7.8 Compliant Smoke Alarms</b> <b>7.8 符合要求的烟雾报警器</b></p> <p>(1) The Seller must install smoke alarms in any domestic dwelling on the Land in accordance with the Smoke Alarm Requirement Provision by the Settlement Date. 卖方必须在交割日期之前，根据烟雾报警器要求条文在土地上建有的任何住宅内安装烟雾报警器。</p> <p>(2) If the Seller fails to comply with clause 7.8(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyer's only remedy for non-compliance with clause 7.8(1). <b>卖方未能遵守第7.8(1)条规定的，买方有权于交割之时按购买价款的0.15%调整价格，但前提是买方须于交割之时或之前以书面形式提出此项调整要求。这是买方就卖方不遵守第7.8(1)条的行为所享有的唯一救济。</b></p>	<ul style="list-style-type: none"> <li>From 1 January 2022, dwellings or residential units offered for sale must have smoke alarms installed in accordance with the <i>Fire and Emergency Services Act 1990</i> and <i>Building Fire Safety Regulation 2008</i>. <i>自2022年1月1日起，供出售的住宅或住宅单元必须根据《1990年消防和紧急服务法》及《2008年建筑消防安全条例》安装烟雾报警器。</i></li> <li><b>New clause 7.8</b> imposes a contractual obligation on the seller to install smoke alarms complying with these new requirements in any dwelling on the Land or a Lot prior to settlement. <b>新第7.8条规定，卖方负有合同义务于交割之前在土地或地块上建有的任何住宅内安装符合该等新要求的烟雾报警器。</b></li> <li>If smoke alarms are not installed the buyer will be entitled to an adjustment on the price payable at settlement of 0.15% of the purchase price. The buyer will need to claim this adjustment prior to settlement. There is no right to terminate or claim damages for a breach of clause 7.8(1). <b>如未安装烟雾报警器，买方将有权按购买价款的0.15%调整交割之时的应付价格，但买方须在交割之前提出此项调整要求。买方无权因卖方违反第7.8(1)条而终止合同或索要损害赔偿。</b></li> <li>A right to access the property with notice to inspect the smoke alarms has been added to clause 8.2. 第8.2条中增加了经发出通知进入房屋对烟雾报警器进行检查的权利。</li> </ul>	<ul style="list-style-type: none"> <li>A seller should be advised of this obligation as soon as possible and warned of the adjustment to the price if complying smoke alarms are not installed. A buyer should be advised to check compliance prior to settlement as the right to seek an adjustment must be claimed in writing prior to settlement. The buyer will be required to install compliant smoke alarms after settlement if the seller has not complied. <b>应尽快将此项义务告知卖方，且还应提醒卖方，如未安装符合要求的烟雾报警器，购买价格将会作出调整。应提醒买方在交割之前检查卖方是否已遵守此项义务，因为价格调整要求必须在交割之前以书面形式提出。如卖方没有遵守此项义务，买方将须在交割之后安装符合要求的烟雾报警器。</b></li> </ul>

New Clause 17 <sup>th</sup> ed 第17版新条款	Rationale 理据	Impact on Conveyancing Practice 对产权转让实践的影响
<b>B. Deposit by direct debit – grace period - New cl 2.2(3)-(5) 以直接汇款方式支付定金——宽限期——新第2.2(3)-(5)条</b>		
<p>(3) Subject to clause 2.2(4), if the Buyer, 在第2.2(4)条的约束下, 如果买方:</p> <p>(a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day; 于某日通过电子交易向定金持有人的账户支付全部或部分定金;</p> <p>(b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and 向定金持有人提供书面证据, 证明电子交易已发生; 且</p> <p>(c) does not take any action to defer the payment to the Deposit Holder to a later day, 不采取任何行动推迟向定金持有人付款的日期,</p> <p>the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day. 则视为付款已于买方执行电子交易当日被定金持有人收到, 即使由于超出买方控制范围的情况, 向定金持有人账户作出的付款于某较后日期才发生。</p> <p>(4) If the Buyer has complied with clause 2.2(3) but the Deposit Holder has not received the payment by the due date: 如买方已遵守第2.2(3)条的规定, 但定金持有人未于到期日之前收到付款, 则:</p> <p>(a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and 卖方可告知买方定金持有人并未收到付款; 且</p> <p>(b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business</p>	<ul style="list-style-type: none"> <li>● Express provision is made in clause 2.2 for the payment of the deposit by direct debit. 第2.2条明确规定以直接汇款方式支付定金。</li> <li>● New clause 2.2(3) is a deeming provision that may apply when the deposit is paid by an electronic transaction. 新第2.2(3)条是一项推定条文, 在以电子交易方式支付定金时适用。</li> <li>● If clause 2.2(3) applies the buyer will be deemed to have paid the deposit on the day the buyer instructs their financial institution to pay the funds from their account. If this day is on or before the due date for the deposit then the buyer will be deemed to have paid on time. 如第2.2(3)条适用, 买方将被视为已于买方指示其金融机构从其账户中作出付款之日支付定金。如该日为定金到期日当日或之前的某日, 则买方将被视为已按时付款。</li> <li>● A buyer may rely on the deeming provision if: 在以下情况下, 买方可依赖该项推定条文: <ul style="list-style-type: none"> <li>a. The deposit is paid electronically; 定金以电子方式支付;</li> <li>b. the buyer provides evidence of the payment to the Deposit Holder; and 买方向定金持有人提供付款证据; 且</li> <li>c. the buyer does not take any action to delay the payment. 买方可不采取任何行动延迟付款。</li> </ul> </li> <li>● The buyer must comply with all of (a)-(c) before</li> </ul>	<ul style="list-style-type: none"> <li>● A buyer should be advised to provide a copy of the receipt for payment of the deposit by direct debit to the Deposit Holder as soon as possible. 应提醒买方尽快提供以直接汇款方式向定金持有人支付定金的收据副本。</li> <li>● A seller should request confirmation of receipt of the deposit from the Deposit Holder on the due date. 卖方应要求定金持有人于到期日确认已收到定金。</li> <li>● If <u>payment has not been received by the due date</u> in the Deposit Holder's account, the seller should confirm with the Deposit Holder if evidence of payment has been received: 如定金持有人的账户未于到期日之前收到付款, 卖方应与定金持有人确认是否已收到付款证据: <ul style="list-style-type: none"> <li>a. If evidence has been provided that confirms the payment was made by electronic means <u>on or before the due date</u>, the seller may only take action to terminate the contract for late payment if the seller first gives a notice under clause 2.2(4) requiring payment within 2 Business Days. If the payment is not received in the Deposit Holder's account by this date, the buyer will be in default and the seller will be entitled to exercise their right to terminate; or <b>若买方已提供证据证明已于到期日当日或之前以电子方式作出付款, 则只有在卖方已首先根据第2.2(4)条发出通知要求在2个工作日内付款的情况下, 卖方才可采取行动要求基于延迟付</b></li> </ul> </li> </ul>

<p>Days after the Seller's notice under clause 2.2.(4)(a) is given to the Buyer then clause 2.2(3) will not apply and the Buyer will be in default. 若付款未能在卖方根据第2.2.(4)(a)条向买方发出通知后2个工作日当日下午5时之前支付至定金持有人的账户，则第2.2(3)条不适用，买方将构成违约。</p> <p>(5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required. (5) 对于已要求支付但未付的任何定金部分，卖方可将其作为一项金额已确定的债务向买方追偿。</p>	<p>the deeming provision takes effect. 买方必须在该项推定条文生效之前遵守(a)-(c)款的所有规定。</p> <ul style="list-style-type: none"> <li>● There is no time requirement for the provision of the evidence of payment, but until the buyer provides the evidence the deeming provision in clause 2.2(3) is not activated. This means up until the time of providing evidence of payment clauses 2.2(1) and 2.2(2) will apply unaffected by the deeming provision. If the deposit has not been received in the account of the Deposit Holder by the due date, the payment may be late, and the seller may take action under clause 9. 对于买方提供付款证据的时间不设要求，但直至买方提供该等证据之前，第2.2(3)条中的推定条文不会触发生效。这也就是说，直至提供付款证据之前，第2.2(1)和2.2(2)条将适用，不受该推定条文影响。如定金持有人的账户未在到期日之前收到定金，则付款可能已延迟，卖方可根据第9条采取行动。</li> <li>● If the deeming provision in clause 2.2(3) is activated: 如第2.2(3)条中的推定条文触发生效： <ul style="list-style-type: none"> <li>a. it does not matter when a payment, deemed paid on time, is received by the Deposit Holder <b>BUT</b> 定金持有人何时收到被视为已按时支付的付款将无关紧要，<b>但</b></li> </ul> </li> </ul>	<p><b>款终止合同。定金持有人的账户仍未在该日期之前收到付款的，买方将构成违约，卖方将有权行使其终止权利；或</b></p> <ul style="list-style-type: none"> <li>b. If evidence of payment by electronic means on or before the due date has <b>not</b> been provided to the Deposit Holder: 若买方<b>未</b>向定金持有人提供于到期日当日或之前以电子方式作出付款的证据，则： <ul style="list-style-type: none"> <li>i. clause 2.2(3) will not apply; 第2.2(3)条不适用；</li> <li>ii. the buyer will be in default because the deposit is not paid when required (clause 2.2(2)); 买方将因未按要求（第2.2(2)条）支付定金而构成违约；</li> <li>iii. the seller may terminate under clause 9.1 without first giving a notice under clause 2.2(4); <b>卖方可根据第9.1条终止合同，而毋须首先发出第2.2(4)条项下的通知；</b></li> </ul> </li> <li>■ <b>BUT</b> if at any time prior to the seller giving notice of termination to the buyer, the Deposit Holder receives evidence from the buyer of payment by an electronic transaction that was made on or before the due date, clause 2.2(3) will be immediately activated and the seller must give a notice under clause 2.2(4) as a precondition to termination for late payment of the deposit. <b>但如果在卖方向买方发出终止通知之前的任何时间，定金持有人收到买方提供的已于到期日当日或之前通过电子交易付款的证据，则第2.2(3)条将立即触发生效，且作为基于延迟支付定金终止合同的一项先决条件，卖方必须发出第2.2(4)条项下的通知。</b></li> </ul>
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New Clause 17 <sup>th</sup> ed 第17版新条款	Rationale 理据	Impact on Conveyancing Practice 对产权转让实践的影响
	<p>b. if the deposit is not received in the account of the Deposit Holder by the due date in the contract, a seller may only terminate the contract for late payment of the deposit if the seller first gives the buyer a notice requiring payment within 2 business days and payment is not received in that time. If the payment is not received within the 2 business days stated in the notice, the buyer will be in breach.</p> <p><b>若定金持有人的账户未在合同规定的到期日之前收到定金，则只有在卖方已首先向买方发出通知要求在2个工作日内付款，但未能在该期限内收到付款的情况下，卖方才能终止合同。卖方未在通知中指明的2个工作日内收到付款的，买方将构成违约。</b></p> <ul style="list-style-type: none"> <li>● The purpose of the clause is to address the impact of delays in the deposit of money to accounts when using direct debit. The clause seeks to reach a balance between allowing time for the money to be credited after payment by the buyer and allowing a seller to take action if the payment is not received. The 2 business days' notice is to allow the buyer time to remedy the late payment. 此条款的目的在于消除使用直接汇款方式将款项存入账户之时发生的延误的影响。此条款的意图是在留出买方付款之后的入账时间，与允许卖方在未收到付款时采取行动之间达到平衡。此2个工作日的通知是为了给予买方时间对延迟付款进行补救。</li> </ul>	<p>c. If evidence is provided, but the date of payment is <u>after the due date in the contract</u>, clause 2.2(3) will deem the payment to be made on that date. As this is after the due date, the buyer will be in default (see clause 2.2(2)(a)) and the seller may exercise their rights under clause 9.1. No notice under clause 2.2(4) is required prior to terminating for late payment in this case.</p> <p><b>如已提供付款证据，但付款日期在合同规定的到期日之后，则就第2.2(3)条而言，应认定付款于该付款日期作出。由于付款日期在到期日之后，买方将构成违约（见第2.2(2)(a)条），卖方可根据第9.1条行使其权利。在此种情况下，卖方毋须在基于延迟付款终止合同之前发出第2.2(4)条项下的通知。</b></p>

New Clause 17 <sup>th</sup> ed 第17版新条款	Rationale 理据	Impact on Conveyancing Practice 对产权转让实践的影响
<p><b>C. Pool Compliance Certificate – clause 1.1(w) and 5.3(1)(e) (Note clause 4.2 is deleted)</b>  <b>泳池合规证书——第1.1(w)和5.3(1)(e)条 (注：第4.2条已删除)</b></p>		
<p><b>Clause 1.1</b> <b>第1.1条</b></p> <p>(w) “Pool Compliance Certificate” means:</p> <p>(w) “泳池合规证书”指：</p> <p>(i) a Pool Safety Certificate under section 231C(a) of the <i>Building Act 1975</i>; or  (i) 《1975年建筑法》第231C(a)条项下的泳池安全证书；或</p> <p>(ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the <i>Building Act 1975</i>; or  (ii) 《1975年建筑法》第246AN(2)条项下用于代替泳池安全证书的建筑证书；或</p> <p>(iii) an exemption from compliance on the grounds of impracticality under section 245B of the <i>Building Act 1975</i>.  (iii) 《1975年建筑法》第245B条项下以不切实际为由豁免遵守此项规定的证明。</p> <p><b>New clause 5.3(1)(e)</b> <b>新第5.3(1)(e)条</b></p> <p>(1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:  作为买方支付购买价款余额的交换，卖方必须于交割之时向买方交付：</p> <p>.....</p> <p>(e) a copy of a current Pool Compliance Certificate for each regulated pool on the Land unless:  土地上各受监管泳池当前的泳池合规证书副本，除非：</p>	<ul style="list-style-type: none"> <li>● <b>Clause 4.2 has been deleted.</b> <b>第4.2条已删除。</b></li> <li>● A seller is required to hand over a Pool Compliance Certificate for a non-shared pool on the Land at settlement under new clause 5.3(1)(e). The only exception to this obligation is if a Notice of No pool Safety Certificate is given to the buyer prior to contract. In the case of a lot in a CTS a seller will be required to hand over a certificate for a non-shared pool on the lot.  根据新第5.3(1)(e)条，卖方须于交割之时移交土地上的非共享泳池的泳池合规证书。此项义务的唯一例外情况是卖方在合同签订之前已向买方发出无泳池安全证书通知。对于社区所有权计划中的地块，卖方须移交该地块上的非共享泳池的证书。</li> <li>● This is consistent with the disclosure obligations imposed on the seller of land or a lot with a non-shared pool under the <i>Building Act 1975</i>, s 246ATF and s 246ATM and <i>Building Regulation 2021</i>, s 28 continue to apply.  这与《1975年建筑法》第246ATF和246ATM条以及《2021年建筑条例》第28条对带有非共享泳池的土地或地块的卖方施加的揭露义务一致，该等义务继续适用。</li> </ul>	<ul style="list-style-type: none"> <li>● Sellers of land or lots with non-shared pools continue to be obliged to disclose prior to the contract if the pool has a Pool Safety Certificate.  带有非共享泳池的土地或地块的卖方仍负有在合同签订之前揭露泳池是否拥有泳池安全证书的义务。</li> <li>● If there is no certificate a seller must provide a Notice of No Pool Safety Certificate.  如无证书，卖方必须提供无泳池安全证书通知。</li> <li>● If a Notice of No Pool Safety Certificate is not provided to the buyer prior to contract, the seller will be required to provide a Pool Compliance Certificate (as defined) at settlement in exchange for the purchase price. <b>A failure to hand over the certificate at settlement will allow a buyer to terminate the contract.</b>  <b>未在合同签订之前向买方提供无泳池安全证书通知的，卖方将须在交割之时提供泳池合规证书（如上文所定义）以换取购买价款。卖方未能在交割之时移交证书的，买方将有权终止合同。</b></li> <li>● Practitioners acting for sellers of properties with non-shared pools should confirm at an early stage if there is a Pool Safety Certificate or if a Notice of No Pool Safety Certificate was given prior to contract. If not, the seller should be advised that a safety certificate is required for settlement. 代表带有非共享泳池的地产卖方行事的从业人员应尽早确认是否有泳池安全证书，或是否已在合同签订之前发出无泳池安全证书通知。如否，应提醒卖方需提供安全证书才能进行交割。</li> </ul>

<p>(i) the Seller has done this before settlement; or 卖方已于交割之前提供该等副本；或</p> <p>(ii) the Seller has given the Buyer a notice under section 28 of the <i>Building Regulation 2006</i> (Notice of No Pool safety Certificate) before entry into this contract. 在订立本合同之前，卖方已根据《2006年建筑条例》第28条向买方发出通知（无泳池安全证书通知）。</p>	<ul style="list-style-type: none"> <li>In the case of a shared pool on the common property for a CTS in which the lot is located, there is <b>no contractual obligation</b> for the seller to hand over a copy of the pool compliance certificate for the shared pool in exchange for the price. But, the disclosure obligations imposed on the seller under the <i>Building Act 1975</i>, s 246ATF and s 246ATM and <i>Building Regulation 2021</i>, s 28 in relation to shared pools continues to apply. 对于位于地块所属的社区所有权计划的公共产业之上的共享泳池，卖方<b>不负有合约义务</b>移交共享泳池的泳池合规证书副本以换取购买价款。但是，《1975年建筑法》第246ATF和246ATM条以及《2021年建筑条例》第28条就共享泳池对卖方施加的揭露义务继续适用。</li> </ul>	
<p>New Clause 17<sup>th</sup> ed 第17版新条款</p>	<p>Rationale 理据</p>	<p>Impact on Conveyancing Practice 对产权转让实践的影响</p>
<p><b>D. Right to extend settlement date – new clause 6.2</b> <b>延后交割日期的权利——新第6.2条</b></p>		
<p><b>6.2 Extension of Settlement Date</b> <b>6.2 延后交割日期</b></p> <p>(2) Either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date. 任一方均可在交割日期下午4时之前的任何时间根据本条款发出通知延后交割日期，指定新交割日期，但新交割日期不得晚于预定交割日期后5个工作日。</p> <p>(3) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date. 交割日期将为延后通知中指定的日期，且时间对于该日</p>	<ul style="list-style-type: none"> <li>New clause 6.2 allows either party to give a notice extending the date for settlement up to 5 business days after the Scheduled Settlement Date. 新第6.2条允许任一方发出通知延后交割日期，但至多不得超过预定交割日期后5个工作日。</li> <li>QLS and REIQ have updated these provisions relating to time of the essence, to alleviate the difficulties and potentially unfair result for a buyer who is unable to settle on the settlement day as a result of delays by financiers. The new clause 6.2 will allow a buyer to extend settlement for up to 5 business days to enable the financier time to be ready for settlement.</li> </ul>	<ul style="list-style-type: none"> <li><b>This is a significant change to conveyancing practice. Either party will be able to extend the settlement date at any time up to 4pm on the settlement date.</b> <b>这构成对产权转让实践的一项重大变更。任一方均可在交割日期下午4时之前随时延后交割日期。</b></li> <li>To use this unilateral extension right a party must: 为使用此单方面延期权，一方必须： <ul style="list-style-type: none"> <li>a. give a notice in writing prior to 4pm on the scheduled settlement date (The notice should be given in accordance with clause 10.4); 在预定交割日期下午4时之前发出书面通知</li> </ul> </li> </ul>

<p>期而言至关重要。</p> <p>(4) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date. 可根据第6.2(1)条发出一份以上的延后通知，但延后通知中指定的新交割日期不得晚于预定交割日期后5个工作日。</p> <p>(5) In this clause 6.2, "<b>Scheduled Settlement Date</b>" means the Settlement Date specified in the Reference Schedule as extended: 在本第6.2条中，“<b>预定交割日期</b>”指参考附表中指明的，可以下述方式延后的交割日期：  <ul style="list-style-type: none"> <li>(a) by agreement of the parties; or 经双方同意；或</li> <li>(b) under clause 6.3 or 11.4, 根据第6.3或11.4条，</li> </ul> but excludes any extension of the Settlement Date as a result of the operation of this clause 6.2. 但不包括因执行第6.2条而导致的任何交割日期延后。</p>	<p>QLS和REIQ对该等与“时间至关重要”有关的条文作出了更新，以减轻由于融资方（例如银行）的延误而无法在交割日期进行交割的买方所面临的困难和潜在不公平结果。新第6.2条允许买方将交割日期延后至多5个工作日，以使融资方（例如银行）有时间为交割做好准备。</p> <ul style="list-style-type: none"> <li>● New clause 6.2 can only be used to extend the settlement date and will not apply to extend other dates in the contract, for example, under contingent conditions such as finance or building and pest inspections. However, if there is a condition which requires performance ‘at settlement’, the time for performance will become the new settlement date set under the Extension Notice. 新第6.2条仅可用于延后交割日期，而不适用于延后合同中的其他日期，例如融资或建筑和虫害检查等偶发情况的日期。但是，对于要求“于交割之时”履行的条款，履行时间将变为延后通知中设定的新交割日期。</li> </ul>	<p>（该通知应根据第10.4条的规定发出）；</p> <ul style="list-style-type: none"> <li>b. nominate a new settlement date in the notice; 在通知中指定新交割日期；</li> <li>c. the settlement date in the notice must be no more than 5 business days after the scheduled settlement date; 通知中的交割日期不得超过预定交割日期后5个工作日；</li> <li>d. time will be of the essence of the nominated settlement date. 时间将为该指定交割日期的关键要素。</li> </ul> <ul style="list-style-type: none"> <li>● The unilateral right to an extension cannot be exercised after the scheduled settlement date. 此单方面延期权不得在预定交割日期之后行使。</li> <li>● The nominated settlement date will be the settlement date for all purposes under the contract. <b>该指定交割日期将就合同项下的所有目的被视为交割日期。</b></li> <li>● More than one Extension Notice may be given but the settlement date nominated in the notice cannot be later than 5 business days after the Scheduled Settlement Date. <b>可发出一份以上的延后通知，但通知中指定的交割日期不得晚于预定交割日期后5个工作日。</b></li> <li>● The definition of Scheduled Settlement Date does not include a settlement date set by an Extension Notice under cl 6.2 but does include: 预定交割日期的定义不包括第6.2条项下的延后通知中设定的交割日期，但包括： <ul style="list-style-type: none"> <li>a. a new settlement date agreed by the parties; or 双方商定的新交割日期；或</li> </ul> </li> </ul>
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New Clause 17 <sup>th</sup> ed 第17版新条款	Rationale 理据	Impact on Conveyancing Practice 对产权转让实践的影响
		<p>b. a settlement date under clause 6.3 or clause 11.4. 第6.3条或第11.4条项下的交割日期。</p> <ul style="list-style-type: none"> <li>● For example, if a seller is prevented from attending settlement due to a delay event under clause 6.3, the date for settlement may be reset under clause 6.3(6). This will become the Scheduled Settlement Date. If on the date set under clause 6.3 the buyer's financier is not ready for settlement, the buyer may give an Extension Notice nominating a new settlement date of up to 5 business days after the settlement date set under clause 6.3. 例如，如果卖方因第6.3条项下的延误事件而无法参与交割，则可根据第6.3(6)条重设交割日期，此新交割日期将成为预定交割日期。若买方的融资方（例如银行）于第6.3条项下设定的日期仍未准备好进行交割，买方可发出延后通知指定新交割日期，但至多不得超过第6.3条项下的交割日期后5个工作日。</li> <li>● The unilateral right to an extension cannot be exercised after the scheduled settlement date and does not preclude the parties from agreeing to a longer extension. 此单方面延期权不得在预定交割日期之后行使，且不妨碍双方约定更长的延期。</li> <li>● In the case of an electronic settlement an extension notice can be given at any time up to 4pm. In most cases the workspace will not lock as the required information or signing for settlement has not been completed. After an Extension Notice the settlement can be rescheduled.</li> </ul>

如采用电子交割，可在下午4时之前的任何时间发出延后通知。在大多数情况下，由于所需的信息或签署交割尚未完成，工作空间不会锁定。延后通知发出后可重新安排交割时间。

- If the workspace does lock, but due to an error, rather than an inoperative computer system under clause 11.4, it does not settle by 4pm, an extension notice can be given, but must be given prior to 4pm. An extension notice may be given after locking but will not be effective unless the workspace unlocks. If settlement fails due to the unavailability of a computer system listed in clause 11.4, settlement will roll over to the next business day under that clause.

如工作空间已锁定，但由于错误（第11.4条所述的计算机系统无法运行的情况除外）未能在下午4时之前交割，则可（但必须在下午4时之前）发出延后通知。工作空间锁定后仍可发出延后通知，但除非工作空间解锁，否则该延后通知不得生效。如由于第11.4条所述的计算机系统不可用而导致交割失败，交割将顺延至该条款项下的下一个工作日进行。

New Clause 17 <sup>th</sup> ed 第17版新条款	Rationale 理据	Impact on Conveyancing Practice 对产权转让实践的影响
<b>E. Seller warranties - clause 7.4 卖方保证——第7.4条</b>		
<p>(1) The Seller's warranties in clauses 7.4(2) and 7.4(3) apply except to the extent disclosed by the Seller to the Buyer: 除非卖方以下述方式向买方另行作出揭露, 否则第7.4(2)和7.4(3)条中的卖方保证适用:</p> <p>(a) in this contract; or 在本合同中作出揭露; 或</p> <p>(b) in writing before the Buyer signed this contract. 在买方签署本合同之前以书面形式作出揭露。</p>	<ul style="list-style-type: none"> <li>The warranties in clause 7.4 have been reorganised into two categories: (i) warranties accurate on the contract date (cl 7.4(2)) and (ii) warranties accurate on the settlement date (7.4(3)). Most of the warranties currently in clause 7.4(1), (2) and (3) have remained the same. 第7.4条中的保证已重新划分为以下两类: (i) 于合同日期属实的保证 (第7.4(2)条) 及(ii) 于交割日期属实的保证 (第7.4(3)条)。当前第7.4(1)、(2)和(3)条中的大多数保证保持不变。</li> </ul>	<ul style="list-style-type: none"> <li><i>Change of practice:</i> <i>实践变更:</i></li> <li>If acting for a buyer a search of the building records and other registers of the local government will be important. If acting for a seller prior to contract, requesting information from the seller about any correspondence that may lead to further orders to do work, will be important. <b>如代表买方行事, 调查地方政府的建筑记录和其他登记记录将至关重要。如在合同签订之前代表卖方行事, 要求卖方提供与任何可能导致发出进一步执行工作令的通信相关的信息将至关重要。</b></li> </ul>

(2) The Seller warrants that, at the Contract Date:

卖方保证，于合同日期：

(a) there is no outstanding notice under section 246AG, 247 or 248 of the *Building Act 1975* or section 167 or 168 of the *Planning Act 2016* that affects the Property;

概无《1975年建筑法》第246AG、247或248条或《2016年规划法》第167或168条项下对地产构成影响的未履行完毕的通知；

(b) the Seller has not received any communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(2)(a) or a notice or order referred to in clause 7.6(1);

卖方未收到来自任何主管当局的可能导致发出第7.4(2)(a)条所述的通知或第7.6(1)条所述的通知或命令的任何通讯；

(c) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;

概无可能导致下达对地产构成影响的法院命令或执行令状的现时或潜在申索或诉讼；

(d) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Land;

卖方无尚未履行的根据《1994年环境保护法》就土地上的应通报活动向管理当局发出通知的义务；

(e) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.

卖方不知悉可能导致土地被归类为《1994年环境保护法》所定义的受污染土地的任何事实或情况。

(3) The Seller warrants that at settlement:

卖方保证，于交割之时：

(a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the

● The significant changes are:

**重大变更如下：**

a. The right to terminate if a show cause or enforcement notice remains unsatisfied at the contract date is now under cl 7.4(4), not clause 7.6.

**因于合同日期存在尚未完结的述因通知或执行通知而出现的终止权利相关规定现载于第7.4(4)条，而非第7.6条。**

b. A new warranty is included: the seller warrants as at the contract date that they have not received communication from a competent authority that may lead to the issue of a show cause or enforcement notice or a notice to do work referred to under clause 7.6. This will require a seller to disclose communications with the local government about work to be done on the property.

纳入一项新保证：卖方保证于合同日期，其未收到来自任何主管当局的可能导致发出述因通知或执行通知或第7.6条所述的执行工作通知的任何通讯。这将要求卖方揭露其与地方政府之间与须就该地产执行的工作相关的沟通。

● The reason for adding the new warranty is that in practice, local governments correspond with owners for a considerable period without issuing a formal non-compliance notice. On becoming aware of the proposed sale of a property (usually when a buyer does a search) council may issue a formal notice, which under the present clause 7.6 is the buyer's responsibility. This seems an unfair result and the new clause is intended to overcome this issue.

增加此项新保证的原因是在实践中，地方政府在与业主沟通的相当长一段时间内都不会发出正式的不合规通知。得知卖方拟议出售某地产后（通常是在买方进行调查之时），地方政府可能会发出正式通知，根据当前第7.6条，遵从此项通知属于买方的责任。这似乎



Property;

如土地属于自由保有地产：卖方将为该土地的完全土地所有权的登记所有人，拥有该地产的其余部分；

- (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;

如土地属于租赁地产：卖方将为登记承租人，相关租约不会因其违反该租约而被撤销，且其拥有该地产的其余部分；

- (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and

其有能力履行本合同（除非卖方在合同日期后死亡或丧失精神上的行为能力）；及

there will be no unsatisfied Court order or writ of execution affecting the Property.

不存在对地产构成影响的尚未完结的法院命令或执行令状。

- (4) If the Seller breaches a warranty in clause Error! Reference source not found. or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.

**如卖方违反第（错误！未找到参考源）或7.4(3)条中的保证，买方可在交割之前通知卖方终止本合同。**

不公平，而此新条款正是意在克服这个问题。

New Clause 17 <sup>th</sup> ed 第17版新条款	Rationale 理据	Impact on Conveyancing Practice 对产权转让实践的影响
<p><b>F. Clause 7.5 – Services unrelated to the land</b> <b>第7.5条——与土地无关的服务设施</b></p> <p>(2) If: 如:</p> <p>(a) there is an error in the boundaries or area of the Land; 土地边界或面积有误;</p> <p>(b) there is an encroachment by structures onto or from the Land; 存在构筑物侵占土地或土地上的构筑物向外侵占的情况;</p> <p>(c) there are Services that pass through the Land which do not service the Land and are not protected by any Encumbrance disclosed to the Buyer in this contract; or 存在经过土地但不为土地服务, 且不受本合同中向买方揭露的任何产权负担保护的服务设施; 或</p> <p>(d) there is a mistake or omission in describing the Property or the Seller’s title to it; 该地产或卖方对该地产的所有权的相关描述有误或存在遗漏;</p> <p>which is material, the Buyer may terminate this Contract by notice to the Seller given before settlement. <b>且已达到重大程度, 则买方可在交割之前通知卖方终止本合同。</b></p> <p>(3) If a matter referred to in clause 7.5(2) is: 如第7.5(2)条所提及的事项:</p> <p>(a) immaterial; or 未达到重大程度; 或</p> <p>(b) material, but the Buyer elects to complete this contract; 已达到重大程度, 但卖方选择履行本合同;</p> <p>the Buyer’s only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement. 则买方针对卖方享有的唯一救济是索赔, 且必须在交割之时或之前以书面形式提出。</p> <p>(4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under</p>	<ul style="list-style-type: none"> <li>● A <b>new right to terminate</b> is added to clause 7.5. Under <b>clause 7.5</b> a buyer may terminate if infrastructure unrelated to delivery of services (gas, electricity, water, sewerage) to the Land pass through the Land and are not protected by a registered easement, BMS or statutory authority that has been disclosed to the buyer. A new definition of ‘Services’ for the purpose of this clause is included in clause 1. <b>第7.5条增加了一项新的终止权利。根据第7.5条, 如果与向土地提供服务 (燃气、电力、水、污水处理) 无关的基础设施经过土地但不受已向买方揭露的任何登记地役权、建筑管理声明 (BMS) 或法定授权所保护, 则买方可终止合同。本条款中的“服务设施”的新定义载入第1条。</b></li> <li>● The same clause was also added to the Residential CTS contract, but any services infrastructure protected by a statutory easement under part 6A of the <i>Land Title Act 1994</i> is exempted from the operation of the clause. 同样的条款亦已纳入住宅社区所有权计划合同中, 但任何受《1994年土地所有权法》第6A篇项下的法定地役权保护的服务基础设施均不受此条款管限。</li> </ul>	<ul style="list-style-type: none"> <li>● A seller will need to disclose the existence of infrastructure located on or under the land that does not provide a service to the land. A search of all services infrastructure prior to contract will be required to ensure the seller complies with this obligation. A search of Dial before You Dig should provide the location of services infrastructure on or over the land. <b>卖方将需揭露土地之上或之下存在的向土地提供服务的基础设施。签订合同之前需调查所有服务基础设施, 以确保卖方遵守此项义务。应利用开挖前先致电 (Dial before You Dig) 服务调查位于土地之上或上方的服务基础设施的位置。</b></li> <li>● If there is infrastructure on the land and it is protected by a registered easement, BMS or statutory authority these encumbrances must be noted under Title Encumbrances in the Reference Schedule. In the case of a lot in a CTS scheme, statutory easements under the <i>Land Title Act 1994</i> <b>do not</b> need to be listed under Encumbrances.</li> </ul>

clause 7.5(3).  
买方不得因第7.5(3)条下的任何赔偿申索而延迟交割或扣留购买价款余额的任何部分。

如土地之上存在受任何登记地役权、BMS或法定授权保护的基础设施，必须在参考附表中的产权负担一栏下注明该等产权负担。对于社区所有权计划中的地块，**无需**在产权负担一栏下列出《1994年土地所有权法》项下的法定地役权。

- If there is no disclosure of Title Encumbrances related to services or disclosure of the existence of unprotected services infrastructure prior to contract, a buyer may terminate if the impact of the service infrastructure is material: clause 7.5(2). The test in *Flight v Booth* will apply. If not material, compensation is available if notice is given by the buyer prior to settlement.

**如在合同签订之前没有揭露与服务设施相关的产权负担或没有揭露不受保护的服务基础设施的存在，只要该等服务基础设施的影响达到重大程度，买方即可终止合同：第7.5(2)条。*Flight v Booth*一案中的测试将适用。如未达到重大程度，买方可在交割之前发出通知进行索赔。**

New Clause 17 <sup>th</sup> ed 第17版新条款	Rationale 理据	Impact on Conveyancing Practice 对产权转让实践的影响
<p><b>G. Clause 7.6 – notices to do work</b> <b>第7.6条——执行工作通知</b></p> <p>(1) Any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property must be fully complied with: 任何主管当局或法院发出的要求就地产执行任何工作或花费任何金钱的任何有效通知或命令均须得到充分遵从:</p> <p>(a) if issued before the Contract Date, by the Seller before the Settlement Date unless clause 7.6(4) applies; or 如在合同日期之前发出, 除非第7.6(4)条适用, 否则卖方须在交割日期之前遵从该通知或命令; 或</p> <p>(b) if issued on or after the Contract Date, by the Buyer unless clause 7.6(3) applies. 如在合同日期当日或之后发出, 除非第7.6(3)条适用, 否则买方须遵从该通知或命令。</p> <p>(2) If the Seller fails to comply with clause 7.6(1)(a), the Buyer is entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt. 卖方未能遵守第7.6(1)(a)条规定的, 买方有权在交割后将遵从该等通知或命令招致的合理费用作为一项债务向卖方追偿。</p> <p>(3) If any notice or order referred to in clause 7.6(1)(b) is required to be complied with before the Settlement Date: 如第7.6(1)(b)条中提及的任何通知或命令须在交割日期之前得到遵从, 则:</p> <p>(a) the Seller must comply with the notice or order; and 卖方必须遵从该通知或命令; 且</p> <p>(b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so, 于交割之时, 买方必须偿付卖方在此过程中招致的合理费用, unless the Buyer directs the Seller not to and indemnifies the Seller</p>	<p>● Under clause 7.6 the responsibility for notices to do work has changed: 第7.6条对执行工作通知的相关责任作出了修改:</p> <p>a. A seller is required to comply with notices to do work in relation to the Property issued prior to contract unless the notice is disclosed to the buyer in the contract or in writing prior to signing; 卖方须遵从在合同签订之前发出的与地产有关的执行工作通知, 除非该通知已在合同中或在合同签订之前以书面形式向买方揭露;</p> <p>b. If the seller fails to comply with the notice the buyer is entitled to claim the reasonable cost of complying with the notice from the seller as a debt after settlement 如卖方未能遵从该通知, 买方有权在交割后将遵从该通知招致的合理费用作为一项债务向卖方追偿;</p> <p>c. A buyer is required to comply with notices to do work issued after contract unless the notice requires compliance prior to settlement, in which case the seller must comply with the notice and can claim the reasonable costs incurred from the buyer as an adjustment at settlement; 买方须遵从在合同签订之后发出的执行工作通知, 除非该通知必须在交割之前得到遵从, 在此种情况下, 卖方必须遵从该通知, 且可借由交割之时调整价格的方式向买方追偿因此招致的合理费用;</p> <p>d. The seller is not required to comply with a notice in c. above if the buyer requests the seller not to comply and indemnifies the seller against all liability incurred for failing to comply. 如买方要求卖方不遵从c款中所述的任何通知, 并就卖方因不遵从该通知招致的所有责任向卖方作出赔偿, 则卖方毋须遵从该通知。</p>	<p>● A seller can be relieved of the obligation to comply with a notice, issued prior to contract, to do work on the Property by disclosing the notice to the buyer prior to contract. 对于在合同签订之前就地产发出的任何执行工作通知, 卖方可通过在合同签订之前向买方作出揭露的方式豁免遵从该通知。</p> <p>● If not disclosed the position remains the same as currently applies, that is, the seller must comply by settlement. If the seller fails to comply the buyer can: (i) settle and claim the cost as a debt after settlement or (ii) terminate if the notice meets the test of being a material defect in title. This is also not a change to practice. <b>如未予揭露, 则原先的规定适用, 即卖方必须于交割之前遵从该通知。卖方不遵从该通知的, 买方可: (i) 进行交割, 并在交割之后将因此招致的费用作为一项债务向卖方追偿, 或 (ii) 若该通知构成所有权中的一项重大缺陷, 则可终止合同。</b></p>

against any liability incurred for failure to comply with the notice or order.

除非买方指示卖方无需这样做，并就卖方因不遵从该通知或命令所招致的任何责任向卖方作出赔偿。

- (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:  
买方必须遵从卖方以下述方式向买方揭露的第7.6(1)条项下提及的任何通知或命令：
- (a) in this contract; or  
在本合同中揭露；或
  - (b) in writing before the Buyer signed this contract.  
在买方签署本合同之前以书面形式揭露。

**这亦不构成对实践的变更。**

- If the notice is issued after contract, the position remains that the buyer is required to comply unless the notice is required to be satisfied prior to settlement. In this case the seller must comply unless the buyer requests the seller to not comply and provides an indemnity for liability. If the seller complies, the seller may claim the reasonable costs at settlement. 如通知是在合同签订之后发出，买方须负责遵从该通知，除非该通知必须在交割之前得到遵从。在这种情况下，卖方必须遵从该通知，除非买方要求卖方不遵从该通知，并就卖方因此招致的责任向卖方作出赔偿。卖方遵从该通知的，可于交割之时追偿因此招致的合理费用。

New Clause 17 <sup>th</sup> ed 第17版新条款	Rationale 理据	Impact on Conveyancing Practice 对产权转让实践的影响
<p><b>H. Contract Date - definition clause 1.1(j)</b> <b>合同日期——定义 第1.1(j)条</b></p> <p>“Contract Date” or “Date of Contract” means: “合同日期”指:</p> <p>(i) the date inserted in the Reference Schedule as the Contract Date; or 参考附表中填写的作为合同日期的日期; 或</p> <p>(ii) if no date is inserted, the date on which the last party signs this contract; <b>若未填写该日期, 则为最后一方签署本合同的日期</b></p>	<ul style="list-style-type: none"> <li>● <b>New definition of Contract Date</b> – the definition of Contract Date in clause 1 is amended to accommodate signing of electronic contracts in Realworks using DocuSign. <b>合同日期的新定义</b>——第1条中合同日期的定义已作修改, 以容许使用DocuSign在Realworks中签署电子合同。</li> <li>● If signed using Realworks the date is not automatically added to the Reference Schedule. If no date appears in the Reference Schedule the Contract Date will be the date the last party signed the contract. 如使用Realworks进行签署, 日期不会自动添加到参考附表中。如参考附表中没有出现日期, 则合同日期将为最后一方签署合同的日期。</li> </ul>	<ul style="list-style-type: none"> <li>● Practitioners should ascertain this date and note it on the file if the date is not inserted. 从业人员应确定此日期, 且若未填写该日期, 则应在档案上注明。</li> </ul>

### 3. 22年《REIQ物业买卖合同》其它10处细节修正

合同条款还作出了其它对产权转让实践无重大影响的变更。

- 1) 参考附表中出现的新网络警告 (New Cyber Warning) , 意在提醒买方在以电子方式支付任何款项之前确定定金持有人的信托账户的详细信息。
- 2) **支出调整**: 第2.6条及购买价款余额的定义已作修改, 以推翻*Sentinel Citilink Pty Ltd 诉 PS Citilink Pty Ltd [2018] QSC 239*一案中对第2.6条的解释。此修改进一步澄清, 支出应在双方之间分摊并从购买价款中偿付。该等款额不构成对地产的约定对价的调整。

**Adjustment of outgoings:** Clause 2.6 and the definition of Balance Purchase Price are altered to overcome the interpretation given to clause 2.6 in the decision in *Sentinel Citilink Pty Ltd v PS Citilink Pty Ltd [2018] QSC 239*. The amendment clarifies that outgoings are apportioned between the parties and discharged from the purchase price. These amounts are not adjustments to the agreed consideration for the property.

- 3) **交割地点**: 第5.1条已作修订, 以澄清按卖方指示在律师、金融机构或代理人的办事处进行交割的要求, 以及卖方须在交割日期至少2个工作日前告知交割地点的义务。如未能在该期限内指定交割地点, 则须根据《1974年财产法法案》第61(2)(c)条进行交割。根据该条的规定, 交割必须在《1994年土地所有权法》所述的可向其呈交产权转让相关文件的土地注册处办事处或 (若存在2个或以上该等办事处) 距离土地最近的办事处进行。应当注意的是, 此条款不适用于电子交割。

**Place of settlement:** Clause 5.1 is amended to clarify the requirement to settle at the office of a solicitor, financial institution or agent as directed by the seller and the obligation of the seller to advise of a place for settlement at least 2 Business Days before the Settlement Date. If no place is nominated in that time frame, settlement will be required to take place in accordance with s 61(2)(c) of the Property Law Act 1974. Under this section settlement must take place at the office of the land registry under the Land Title Act 1994 at which the document relating to the conveyance may be lodged or, if there are 2 or more such offices, the office that is nearest to the land. It should be noted that this clause does not apply to an electronic settlement.

- 4) **新延误事件 (New Delay event)** : 第6.3条的延误事件定义中增加了一项新事件。第6.3(8)(b)(v)条现包括“澳大利亚税务局 (ATO) 为第2.5(5)(c)条所述的商晶及服务税预扣通知目的运行的计算机系统无法运行”的情况 (“computer system operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative”).

- 5) **不受地役权保护的服务设施**: 根据第7.7(1)(d)条, 如存在为土地服务但经过其他土地、且不受任何登记地役权、BMS或法定授权保护的任服务设施, 买方可终止合同。此项规定毋须符合重大性测试标准。第7.7(1)(d)条的此项修改对买方权利作出了澄清。在第16版合同中, 如果服务设施“非法”经过其他土地, 买方即有权终止合同。

**Services not protected by easement:** Under clause 7.7(1)(d) the buyer may terminate a contract if any services to the land pass through other land and are not

protected by a registered easement, BMS or statutory authority. There is no materiality test. This change to clause 7.7(1)(d) provides clarification of the buyer's right. In the 16<sup>th</sup> ed of the contract, a buyer was entitled to terminate if services passed 'unlawfully' through other land.

- 6) **应要求向买方提供的信息 (Information provided to buyer on request)** : 第8.4条新增了一项要求, 即卖方须应要求提供土地的地方政府费率账号 (the local government rate account number for the land upon request is added) 。
- 7) **终止权 (Right to terminate)** : 为清晰起见, 已对第9.1条进行改写, 但此项改写并无意更改双方的权利。
- 8) **工作日 (Business days)** : 第10.5条已作修改, 以包括澳大利亚储备银行在悉尼和墨尔本因公共假日闭门歇业的日子。这仅适用于电子交割的交割日期。
- 9) **计算时间 (Calculating time)** : 新增第10.9(6)条, 以协助双方计算合同中的时间条款。
- 10) **计算机系统不可用于电子交割 (Computer system unavailable for electronic settlement)** : 第11.4条已作修改, 以规定在交割所需的计算机系统“无法运行或不可用” (‘inoperative or unavailable’) 时延后交割日期。这将扩大该条款的适用范围至涵盖计算机系统运行正常但于交割日期不可用于交割的情况。